634. At the other extreme stand the decisions that dividends of stock are non-apportionable, the whole belonging to the life-tenant, although a portion of it may have been earned before the death of the testator. *Hite v. Hite,* 93 Ky., 257; *Millen v. Guerrard,* 67 Ga., 284. A still different test is used in *Kalbach v. Clark,* 133 Ia., 215, in which case the decision is made to depend upon whether these stock dividends represent profits on the original stock, or merely the natural increase in its value.

PARENT AND CHILD—EMANCIPATION—MARRIAGE.—AUSTIN V. AUSTIN, 132 N. W. REP., 495 (MICH.).—*Held,* that marriage alone does not emancipate a male minor.

A parent has the right to the services of a minor child. *Dufield v. Cross,* 12 Ill., 397; *Benson v. Remington,* 2 Mass., 113; *Halliday v. Miller,* 29 W. Va., 424. But this right is lost by emancipation of the minor. *Bristor v. Railway Co.,* 128 Iowa, 479; *Carthage v. Canton,* 97 Me., 473; *Whiting v. Earle & Tr.,* 3 Pick. (Mass.), 201. Outside of his relations to his parents, a minor's marriage is of practically no effect on his status. *Taunton v. Plymouth,* 15 Mass., 203; *Porch v. Fries,* 18 N. J. Eq., 204; *Bool v. Mix,* 17 Wend. (N. Y.), 119. Marriage emancipates a female minor. *State ex rel. Scott v. Lowell,* 78 Minn., 166; *Aldrich v. Bennett,* 63 N. H., 415; *Grayson v. Lofland,* 21 Tex. Civ. App., 503. But *Guillebart v. Grenier,* 107 La., 614, holds *contra,* when the consent of the parents is not obtained. And the better rule apparently is, contrary to the principal case, that marriage emancipates a male minor. *Dick v. Grissom,* 1 Freem. Ch. (Miss.), 434; *Sherburne v. Hartland,* 37 Vt,, 528. *Commonwealth v. Graham,* 157 Mass., 73, holds that a male minor is at least emancipated to the extent of his earnings necessary for the support of his family. But there is authority for the view that marriage without consent of the parents does not emancipate a male minor. *Maillefer v. Saillot,* 4 La. Ann., 375; *White v. Henry,* 24 Me., 531.

PAYMENT—MEDIUM.—STROUT V. JOY, 80 ATLANTIC, 830 (ME.).—*Held,* that an agreement to do work "for the sum of $200 to be paid for in loam" at a fixed rate per yard gives the debtor an option to pay in cash though the loam is worth more.

In accordance with the principal case, there is a presumption in favor of the debtor when an agreement is made to pay in something else than money, and a note payable in property may be discharged by tendering the amount of cash instead of the specific chattel. *Pinney v. Gleason,* 5 Wend., 393. Or, where the right is payable either in property or in money at the election of the debtor he may compel the creditor to accept property instead of money. *Nipp et al. v. Diskey,* 81 Ind., 214. In the case where an option is given by contract, the debtor has the right of election until the debt is due—then the obligee can have the option. *Ireland v. Montgomery,* 34 Ind., 74; *Patchin v. Swift,* 22 Vt., 292. Still other cases while denying an election will arbitrarily grant a recovery in money—and while payment must be made in money unless a different medium is expressed, if the

agreement be one to pay in something other than money, the law will award a money compensation for a breach. *Duerson et al. v. Bellows,* 1 Blackf. 217; *New York News Pub. Co. v. National S. S. Co.,* 148 N. Y., 39; *Perry v. Smith,* 22 Vt., 301; *Van de Vanter v. Redelsheimer,* 107 Wash., 847. The amount of money specified—not the value of the property—is the determining element. *Brooks v. Hubbard,* 3 Conn., 58. Furthermore it has been held that the intention of the parties is important in determining whether the defendant is to have the privilege of paying in money or a specified article. *Corey v. Phila. etc., Petroleum Co.,* 33 Cal., 694; *Sowers v. Earnhart,* 60 N. C., 96.

QUIETING TITLE—NATURE OF REMEDY—GROUNDS FOR RELIEF.—MAYNOR V. TYLER LAND CO., 139 S. W., 393 (Mo.)—*Held,* that in a suit to quiet title, the plaintiff is entitled to a decree, if his title be good against the defendant.

The rule stated in the leading case is supported by some other decisions. *DeNola v. Alison,* 143 Cal., 106; *Brewing Co. v. Taylor,* 204 Ill., 132. But many cases hold that in a suit to quiet title, the plaintiff must recover on the strength of his own title, and not on the weakness of his adversary's. *Land Co. v. Bigelow,* 77 Ark., 338; *Guarantee Co. v. Delta Co.,* 104 Fed., 5; *Krotz v. Lumber Co.,* 34 Ind. App., 577. An equitable title is enough as against one having neither title nor possession. *Lumber Co. v. Bailey,* 22 Ky. Law Rep., 1264. But the plaintiff can not base his suit on a mere right to specific performance *Hennefer v. Hays,* 14 Utah, 324. At least as against his vendor. *Chase v. Cameron,* 133 Cal., 231. A title based on adverse possession, good against the defendant, is sufficient. *Clemmons v. Cox,* 114 Ala., 350; *Vier v. Detroit,* 111 Mich., 646. So is a title obtained through fraud, where the grantors have not disaffirmed the transaction, and the defendant does not claim through them. *Ponce v. Long,* 38 Ind. App., 63. Most courts hold that the plaintiff must show that he is in possession. *Orton v. Smith,* 18 How., 263; *Hardin v. Jones,* 86 Ill., 313; *Haythorn v. Margerem,* 7 N. J. Eq., 324. Or that the land is unoccupied. *O'Brien v. Creitz,* 10 Kan., 202; *Lamb v. Farrell,* 21 Fed., 5. But a few decisions hold that this is unnecessary. *Lees v. Wetmore,* 58 Ia., 170; *Bausman v. Kelley,* 38 Minn., 197.

RAILROADS—TRESPASSERS ON TRACK—DUTIES OF RAILROAD.—SOUTHERN RAILROAD CO. V. CAMPBELL, 71 S. E., 934 (GA.)—*Held,* that a railroad company in the operation of its trains owes to a trespasser upon its tracks no duty, save that of not injuring him wilfully or wantonly.

A railroad track, except at public crossings or upon public highways, is the exclusive property of the railroad company; and all persons who go upon the tracks, except at such places, without the company's express or implied permission, are trespassers, and, subject to certain qualifications, do so at their own peril. *L. C. Ry. Co. v. Godfrey,* 71 Ill., 500; *Clark v. N. Y. C.,* 93 N. Y. Supp., 525. To avoid liability the company must have been simply in the exercise of ordinary care. *Remer v. Long Island Ry.,* 1 N. Y. Supp. 124. It would seem that the company's negligence must have